

This instrument was prepared by:

Mary Anderson
Mary Anderson

(After recordation, return to:)

The Prudential Bank and Trust Company
Two Concourse Pkwy., Suite 500
Atlanta, GA 30328

93238001

Account Number: 2814167960

MORTGAGE SUBORDINATION AGREEMENT

DEPT-11 RECORD TOR
12000 TRAN 0061 03/31/93 14:32:00 \$27.50
*93-238001
COOK COUNTY RECORDER

THIS AGREEMENT is made this 17th day of March, 1993, by The Prudential Bank and Trust Company, ("Subordinating Party"), whose address is Two Concourse Parkway, Suite 500, Atlanta, Georgia 30328, and is being given to The Prudential Home Mortgage Company, Inc., a New Jersey corporation ("Lender").

RECITALS

1. Subordinating Party now owns or holds an interest as mortgagee of certain premises with a property address of 1330 E. Frederick Street, Arlington Heights, IL 60004, which premises are more fully described in Exhibit A attached and incorporated herein by reference ("Property"), pursuant to the provisions of that certain mortgage/deed of trust dated 09/06/91, and recorded on 09/16/91, Book , Page , or Document No. 3995625, in the office of the Recorder, County of Cook, State of Illinois, with an outstanding principal balance in the amount of \$37800.00.

2. William M. Janowiak and Anita L. Janowiak ("Owner") is the present owner of the Property and has executed or is about to execute a mortgage/deed of trust and note in the sum of \$93200.00, in favor of Lender.

3. Lender is willing to make such loan to Owner provided that Lender obtain a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its mortgage/deed of trust to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Owner, Subordinating Party hereby agrees with Lender that the mortgage/deed of trust securing the note in favor of Lender, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if Lender's mortgage/deed of trust had been executed and recorded prior in time to the execution and recordation of Subordinating Party's mortgage/deed of trust.

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Subordinating Party further agrees that:

1. Any future advance of funds or additional debt that may be secured by Subordinating Party's mortgage/deed of trust shall be subject to the provisions of this Mortgage Subordination Agreement.

The mortgage/deed of trust securing the note in favor of Lender, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for future advances of funds or additional debt secured by Subordinating Party's mortgage/deed of trust.

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall ensure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

The Prudential Bank and Trust Company
(SUBORDINATING PARTY)

WITNESS

Mike Daniel
Mike Daniel

Jackie Nilan
Jackie Nilan

By Mary Kay Baur
Mary Kay Baur,
Its Vice President

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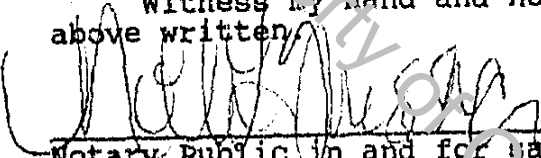
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STATE OF MINNESOTA }
COUNTY OF HENNEPIN } SS.

On this 17th day of March, 1993, before me, the undersigned, a Notary Public in and for said county, appeared Mary Kay Badar to me personally known, who being duly sworn, did say that he/she is a Vice President of The Prudential Bank and Trust Company and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Witness my hand and notarial seal the day and year last above written.



Notary Public in and for said
County and State



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ROBERT L. MESSER
DAKOTA COUNTY
CLERK

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LEGAL DESCRIPTION:

LOT 51 IN CARRIAGE WALK SUBDIVISION UNIT TWO, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTH EAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

03-29-212-018-0000

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